

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; and KERAFLIBER, LLC dba KF BEAUTY, a Florida corporation,

Plaintiffs,

No.

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF

SIROWL TECHNOLOGY, a Wyoming corporation; SHENZHEN MINGYANFENG TECH LTD., an unknown entity; YINGLONG ZHAO, an individual; YANQI CHEN, an individual; TOPOGROW, an unknown entity; GENERAL MEDI, an unknown entity; YINGHANG SU, an individual; JIANJUN GENG, an individual; UNIE LIU, an individual; MIA LIU, an individual; RACHEL YING, an individual; AND DOES 1-10,

Defendants.

I. INTRODUCTION

1. This case involves the Defendants' unlawful and expressly prohibited sale of counterfeit KF Beauty¹ Wunderbrow products on Amazon.com. Amazon and KF Beauty jointly bring this lawsuit to permanently prevent and enjoin Defendants from causing future

¹ KeraFiber, LLC does business under the name KF Beauty and is in the process of changing its name from KeraFiber, LLC to KF Beauty, LLC.

1 harm to Amazon and KF Beauty's customers, reputations, and intellectual property, and to hold
 2 Defendants accountable for their illegal actions.

3 2. The Amazon stores offer products and services to customers in more than 100
 4 countries around the globe. Some of the products are sold directly by Amazon, while others are
 5 sold by Amazon's numerous third-party selling partners. The Amazon brand is one of the most
 6 well-recognized, valuable, and trusted brands in the world. In order to protect customers and
 7 safeguard its reputation for trustworthiness, Amazon invests heavily in both time and resources
 8 to prevent counterfeit goods from being sold in its stores.

9 3. KF Beauty develops, markets, and commercializes award-winning, high-
 10 performance cosmetics. The small team of passionate beauty professionals works hard to bring
 11 customers makeup that earns their loyalty. KF Beauty's portfolio of brands includes
 12 WUNDER2 – the makers of international best-seller WUNDERBROW. All of its cosmetics
 13 are manufactured with care in Europe and the USA, with a focus on high-performance makeup.
 14 KF Beauty brands have the “Cruelty-Free” certification of Leaping Bunny, a corporate standard
 15 for compassion for animals.

16 4. The WUNDER2 brand encompasses a wide range of beauty products, including
 17 the WUNDERBROW eyebrow gel, the WUNDEREXTENSIONS mascara, and the
 18 WUNDERKISS lip plumping gloss.

19 5. KF Beauty owns, manages, enforces, licenses, and maintains intellectual
 20 property, including various trademarks. Relevant to this Complaint, KF Beauty owns the
 21 following registered trademarks (“WUNDER2 Trademarks”).

<u>Mark</u>	<u>Registration No. (International Classes)</u>
WUNDERBROW	Trademark Reg. No. 5,244,423 (Int. Cl. 3)
WUNDER2	Trademark Reg. No. 4,115,445 (Int. Cl. 3)

6. True and correct copies of the registration certificates and assignment for the WUNDER2 Trademarks are attached as Exhibit A.

7. From on or about August 8, 2018, to on or about October 30, 2018, Defendants advertised, marketed, offered, and sold counterfeit WUNDER2 products to Amazon, using KF Beauty's registered trademarks, without authorization, to deceive Amazon and customers about the authenticity and origin of the products and the products' affiliation with WUNDER2.

8. As a result of their illegal actions, Defendants have infringed and misused KF Beauty’s intellectual property (“IP”), willfully deceived and harmed Amazon and its customers, compromised the integrity of Amazon’s stores, and undermined the trust that customers place in Amazon and KF Beauty. Defendants’ illegal actions have caused Amazon and KF Beauty to expend significant resources to investigate and combat Defendants’ wrongdoing and to bring this lawsuit to prevent Defendants from inflicting future harm to Amazon, KF Beauty, and their customers.

II. PARTIES

9. Amazon.com, Inc. is a Delaware corporation with its principal place of business in Seattle, Washington. Through its subsidiaries, Amazon.com, Inc. owns and operates the Amazon.com website, counterpart international websites, and Amazon stores (collectively, “Amazon”).

10. KeraFiber, LLC dba KF Beauty is a Florida corporation with its registered office in Southwest Ranches, Florida. At the time of the infringing sales alleged herein, KeraFiber, LLC owned the WUNDER2 Trademarks. KeraFiber, LLC is in the process of changing its name to KF Beauty, LLC.

11. Defendants are a collection of individuals and entities, both known and unknown, that conspired and operated in concert with each other to engage in the counterfeiting scheme alleged in this Complaint. In many cases, Defendants took intentional and affirmative steps to attempt to hide their true identities and whereabouts from Amazon and KF Beauty by using fake names and contact information, and unregistered businesses to conduct their

1 activities. Defendants are liable for their wrongful conduct both directly and under principles
2 of secondary liability including, without limitation, respondeat superior, vicarious liability,
3 and/or contributory infringement.

4 12. On information and belief, Defendant Sirowl Technology LLC (“Sirowl”) is a
5 Wyoming corporation.

6 13. On information and belief, Defendant Shenzhen Mingyanfeng Tech Ltd.
7 (“Shenzhen”) is an entity of unknown type and classification that was created by one or more
8 of the other defendants to facilitate the counterfeiting scheme alleged herein.

9 14. On information and belief, Defendant Yinglong “Jason” Zhao is an individual
10 who resides in Shenzhen, China.

11 15. On information and belief, Defendant Yanqi Chen is an individual who resides
12 in a location presently unknown to Plaintiffs.

13 16. On information and belief, Defendant TopoGrow is an entity of unknown type
14 and classification that was created by one or more of the other Defendants to facilitate the
15 counterfeiting scheme alleged herein.

16 17. On information and belief, Defendant General Medi is an entity of unknown
17 type and classification that was created by one or more of the other Defendants to facilitate the
18 counterfeiting scheme alleged herein.

19 18. On information and belief, Defendant Yinghang Su is an individual who resides
20 at a location presently unknown to Plaintiffs.

21 19. On information and belief, Defendant Jianjun Geng is an individual who resides
22 at a location presently unknown to Plaintiffs.

23 20. On information and belief, Defendant Unie Liu is an individual who resides at a
24 location presently unknown to Plaintiffs.

25 21. On information and belief, Defendant Mia Liu is an individual who resides at a
26 location presently unknown to Plaintiffs.

27

1 22. On information and belief, Defendant Rachel Ying is an individual who resides
 2 at a location presently unknown to Plaintiffs.

3 23. On information and belief, Defendants Does 1-10 (the “Doe Defendants”) are
 4 individuals and entities working in active concert with each other and the named Defendants to
 5 knowingly and willfully manufacture, import, advertise, market, offer, and sell counterfeit
 6 WUNDER2 products.

7 **III. JURISDICTION AND VENUE**

8 24. The Court has subject matter jurisdiction over Amazon and KF Beauty’s
 9 Lanham Act claims for 1) trademark infringement; and 2) false designation and false
 10 advertising pursuant to 15 U.S.C. § 1121 and 28 U.S.C. §§ 1331 and 1338(a). The Court has
 11 subject matter jurisdiction over Amazon and KF Beauty’s claim for violation of the
 12 Washington Consumer Protection Act pursuant to 28 U.S.C. §§ 1332 and 1367.

13 25. The Court has personal jurisdiction over all Defendants because they transacted
 14 business and committed tortious acts within and directed to the State of Washington, and
 15 Amazon’s and KF Beauty’s claims arise from those activities. Defendants affirmatively
 16 undertook to do business with Amazon, a corporation with its principal place of business in
 17 Washington, and sold Amazon products bearing counterfeit versions of the WUNDER2
 18 Trademarks and which otherwise infringed KF Beauty’s IP. Defendants shipped products
 19 bearing counterfeit versions of the WUNDER2 Trademarks to consumers in Washington. Each
 20 of the Defendants committed, or facilitated the commission of, tortious acts in Washington and
 21 has wrongfully caused Amazon and KF Beauty substantial injury in Washington.

22 26. Venue is proper in this Court pursuant to 28 U.S.C. § 1331(b) because a
 23 substantial part of the events giving rise to the claims occurred in the Western District of
 24 Washington.

25 27. Pursuant to Local Civil Rule 3(d), intra-district assignment to the Seattle
 26 Division is proper because the claims arose in this Division, where (a) Amazon resides, (b)
 27 injuries giving rise to suit occurred, and (c) Defendants directed their unlawful conduct.

1
IV. FACTS

2 **A. Amazon's Efforts to Prevent the Sale of Counterfeit Goods**

3 28. Amazon works hard to build and protect its reputation as a store where
 4 customers can conveniently select from a wide array of authentic goods and services at
 5 competitive prices. Amazon invests vast resources to ensure that when customers make
 6 purchases through Amazon's stores—either directly from Amazon or from one of its millions
 7 of third-party sellers—customers receive authentic products made by the true manufacturer of
 8 those products.

9 29. A small number of bad actors seeks to take advantage of the trust customers
 10 place in Amazon by attempting to create Amazon Vendor Accounts or Selling Accounts to
 11 advertise, market, offer, and sell counterfeit products. These bad actors seek to misuse and
 12 infringe the trademarks and other IP of the true manufacturers of those products to deceive
 13 Amazon and its customers. This unlawful and expressly prohibited conduct undermines the
 14 trust that customers, sellers, and manufacturers place in Amazon, and tarnishes Amazon's
 15 brand and reputation, thereby causing irreparable harm.

16 30. Amazon prohibits the sale of inauthentic and fraudulent products and is
 17 constantly innovating on behalf of customers and working with brands, manufacturers, rights
 18 owners, and others to improve the detection and prevention of counterfeit products ever being
 19 offered to customers through Amazon's stores. Amazon employs dedicated teams of software
 20 engineers, research scientists, program managers, and investigators to prevent counterfeits from
 21 being offered in Amazon's stores. Amazon's systems automatically and continuously scan
 22 thousands of data points to detect and remove counterfeits from its stores and to terminate the
 23 Selling Accounts of bad actors before they can offer counterfeit products. Each week Amazon
 24 monitors more than 45 million pieces of feedback it receives from customers, rights owners,
 25 regulators, and selling partners. When Amazon identifies issues based on this feedback, it
 26 takes action to address them. Amazon uses this intelligence also to improve its proactive
 27 prevention controls.

1 31. In 2017, Amazon launched the Amazon Brand Registry, a free service to any
 2 rights owner with a government-registered trademark, regardless of the brand's relationship
 3 with Amazon. Brand Registry delivers automated brand protections that use machine learning
 4 to predict infringement and proactively protect brands' IP. Brand Registry also provides a
 5 powerful Report a Violation Tool that allows brands to search for and accurately report
 6 potentially infringing products using state-of-the-art image search technology. More than
 7 350,000 brands, including KF Beauty, are enrolled in Brand Registry, and those brands are
 8 finding and reporting 99% fewer suspected infringements since joining Brand Registry.

9 32. In 2018, Amazon launched Transparency, a product serialization service that
 10 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can
 11 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,
 12 law enforcement, and customers to determine the authenticity of any Transparency-enabled
 13 product, regardless of where the product was purchased. Since Transparency's launch in 2018,
 14 over 7,500 brands have enrolled, protecting brands and customers from counterfeits being sold
 15 in the Amazon stores.

16 33. In 2019, Amazon launched Amazon Project Zero, a program to empower brands
 17 to help Amazon drive counterfeits to zero. Amazon Project Zero introduced a novel self-
 18 service counterfeit removal tool that enables brands to remove counterfeit listings directly from
 19 Amazon stores. This enables brands to take down counterfeit product offerings on their own
 20 within minutes. Since the program launched in 2019, over 9,000 brands have enrolled.

21 34. In addition to these measures, Amazon actively cooperates with rights owners
 22 and law enforcement to identify and prosecute bad actors suspected of engaging in illegal
 23 activity. Lawsuits, like this one, are integral components of Amazon's efforts to combat
 24 counterfeits.

25 **B. KF Beauty and Its Anti-Counterfeiting Efforts**

26 35. KF Beauty goes to great lengths to protect consumers from counterfeits of its
 27 products, and is committed to leading efforts to combat counterfeit products.

1 36. One way KF Beauty achieves this is by working cooperatively with retailers and
 2 other entities around the world to combat the sale of counterfeits. Partnering with retailers on
 3 this shared goal to eradicate counterfeiting is critical to protecting KF Beauty's consumers.

4 **C. Defendants Created Amazon Vendor Accounts and Agreed Not to Sell
 5 Counterfeit Goods**

6 37. Defendants Shenzhen and Mia Liu established and operated an Amazon vendor
 7 account, along with potentially others, through which they sought to advertise, market, sell, and
 8 distribute counterfeit WUNDER2 products. The account belongs to and is held in the name of
 9 Defendant Shenzhen. Defendant Mia Liu is listed on the account as a name associated with the
 10 account. Upon information and belief, Defendant Zhao operates the account.

11 38. Defendants TopoGrow and Zhao established and operated an Amazon vendor
 12 account, along with potentially others, through which they sought to advertise, market, sell, and
 13 distribute counterfeit WUNDER2 products. The account belongs to and is held in the name of
 14 Defendant TopoGrow. Defendant Zhao is listed on the account as a name associated with the
 15 account. Defendant Sirowl is the account holder on the bank account associated with the
 16 vendor account. Defendant Sirowl was registered by Defendant Su. The most recent corporate
 17 filing for Defendant Sirowl was signed by Defendant Geng.

18 39. Defendants General Medi and Unie Liu established and operated an Amazon
 19 vendor account, along with potentially others, through which they sought to advertise, market,
 20 sell, and distribute counterfeit WUNDER2 products. The account belongs to and is held in the
 21 name of Defendant General Medi. Defendant Unie Liu is listed on the account as a name
 22 associated with the account. Defendant Chen is the account holder on the bank account
 23 associated with the vendor account.

24 40. On information and belief, all three accounts are operated by Defendant Zhao or
 25 others acting in concert.

26 41. To become an Amazon vendor, vendors are required to agree to the Vendor
 27 Terms and Conditions ("VTC"), which governs the applicant's access to and use of Amazon's

1 services and states Amazon's rules for selling to Amazon. By entering into the VTC, each
 2 vendor represents and warrants that: (1) "the Products, Product Information, and [Amazon's]
 3 exercise of [its] license rights in this Agreement, will not violate any third party rights,
 4 including intellectual property rights"; and (2) that it "will comply with all applicable laws and
 5 rules relating to the Products (including obtaining and maintaining any permits or licenses
 6 required to manufacture, distribute, sell, export, import or otherwise deal in any Product)." A
 7 true and correct copy of the applicable version of the VTC, namely, the version when
 8 Defendants last used Amazon's Services, is attached as Exhibit B.

9 42. The VTC incorporates and vendors therefore agree to be bound by Amazon's
 10 Anti-Counterfeiting Policy, the applicable version of which is attached as Exhibit C. The Anti-
 11 Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon stores:

12 **Products offered for sale on Amazon must be authentic. The
 13 sale of counterfeit products is strictly prohibited. Failure to
 14 abide by this policy may result in loss of selling privileges,
 funds being withheld, and destruction of inventory in our
 possession.**

15 *Id.* (emphasis in original).

16 43. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment
 17 to preventing the sale and distribution of counterfeit goods in Amazon stores together with the
 18 consequences of doing so:

19 It is each seller's and supplier's responsibility to source, sell, and
 20 fulfill only authentic products. Prohibited products include
 21 bootlegs, fakes, or pirated copies of products or content; products
 22 that have been illegally replicated, reproduced, or manufactured;
 23 and products that infringe another party's intellectual property
 24 rights. If you sell or supply inauthentic products, we may
 25 immediately suspend or terminate your Amazon selling account
 (and any related accounts) and destroy any inauthentic products
 in our fulfillment centers at your expense. In addition, we do not
 pay sellers until we are confident our customers have received the
 authentic products they ordered. We may withhold payments if
 we determine that an Amazon account has been used to sell
 inauthentic goods, commit fraud, or engage in other illegal
 activity.

26
 27 We work with manufacturers, rights holders, content owners,
 vendors, and sellers to improve the ways we detect and prevent

1 inauthentic products from reaching our customers. As a result, we
 2 remove suspect listings based on our own review of products. We
 3 also work with rights holders and law enforcement worldwide to
 4 take and support legal action against sellers and suppliers that
 5 knowingly violate this policy and harm our customers. In
 addition to criminal fines and imprisonment, sellers and suppliers
 of inauthentic products may face civil penalties including the loss
 of any amounts received from the sale of inauthentic products,
 the damage or harm sustained by the rights holders, statutory and
 other damages, and attorney's fees.

6 We stand behind the products sold on our site with our A-to-z
 7 Guarantee, and we encourage rights owners who have product
 8 authenticity concerns to notify us. We will promptly investigate
 and take all appropriate actions to protect customers, sellers, and
 rights holders.

9 *Id.*

10 44. When they registered as Amazon vendors, and established their Vendor
 11 Accounts, Defendants agreed not to advertise, market, offer, sell or distribute counterfeit
 12 products.

13 **D. Defendants' Sale of Counterfeit WUNDER2 Products**

14 45. Defendants advertised, marketed, offered, and sold counterfeit products as
 15 genuine WUNDER2 products to Amazon. KF Beauty has not licensed or authorized
 16 Defendants to manufacture, import, advertise, market, offer, or sell products bearing the
 17 WUNDER2 Trademarks, or to use or exploit the IP rights of KF Beauty.

18 46. On or around October 16, 2018, KF Beauty conducted test purchases from
 19 Amazon for what was advertised as "Wunderbrow – The Perfect Eyebrows That Last for Days
 20 in Under 2 Minutes – Black/Brown." Amazon shipped KF Beauty products that bore the
 21 WUNDER2 Trademarks and other indications of the WUNDER2 brand. KF Beauty reviewed
 22 the products and determined that the products were counterfeit. Amazon has confirmed KF
 23 Beauty's test buys were from the Defendants' vendor account(s).

24 47. On or around October 16, 2018, KF Beauty conducted test purchases from
 25 Amazon for what was advertised as "Wunderbrow – The Perfect Eyebrows That Last for Days
 26 in Under 2 Mins – Brunette." Amazon shipped products to KF Beauty that bore the
 27 WUNDER2 Trademarks and other indications of the WUNDER2 brand. KF Beauty reviewed

1 the products and determined that the products were counterfeit. Amazon has confirmed KF
2 Beauty's test buys were from the Defendants' vendor account(s).

3 48. KF Beauty has examined the products test purchased and has confirmed that
4 they are counterfeit copies of KF Beauty's authentic WUNDER2 products and bear counterfeit
5 WUNDER2 Trademarks.

6 49. Defendants submitted invoices to Amazon that purported to reflect their
7 purchase of WUNDER2 products from KF Beauty. The invoices submitted by all three of
8 Defendants' vendor accounts utilized the same style and formatting. KF Beauty confirmed that
9 these invoices were fabricated and that the style and formatting of the invoices are substantially
10 different from the style and formatting of authentic KF Beauty invoices. The invoices
11 associated with Defendant Shenzhen's account listed Rachel Ying as the billing and shipping
12 contact.

13 **E. Amazon and KF Beauty Shut Down Defendants' Accounts**

14 50. By selling counterfeit WUNDER2 products, Defendants falsely represented to
15 Amazon and its customers that the products Defendants sold were genuine products made by
16 KF Beauty. Defendants also knowingly and willfully used KF Beauty's IP in connection with
17 the advertisement, marketing, distribution, offering for sale, and sale of counterfeit WUNDER2
18 products.

19 51. At all times, Defendants knew they were prohibited from violating third-party IP
20 rights or any applicable laws while selling products to Amazon. Defendants have deceived
21 Amazon's customers and Amazon, infringed and misused the IP rights of KF Beauty, harmed
22 the integrity of and customer trust in Amazon's stores, and tarnished Amazon's and KF
23 Beauty's brands.

24 52. Amazon, after receiving notice from KF Beauty, confirmed Defendants'
25 unlawful sale of counterfeit WUNDER2 products and promptly blocked Defendants' Vendor
26 Accounts. In doing so, Amazon exercised its rights under the VTC to protect its customers and
27 its own brand.

V. CLAIMS

FIRST CLAIM

(by KF Beauty against all Defendants)
Trademark Infringement – 15 U.S.C. § 1114

53. Plaintiff KF Beauty incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

54. Defendants' activities constitute infringement of the WUNDER2 Trademarks as described in the paragraphs above.

55. KF Beauty advertises, markets, offers, and sells its products using the WUNDER2 Trademarks described above and uses these trademarks to distinguish its products from the products and related items of others in the same or related fields.

56. Because of KF Beauty's long, continuous, and exclusive use of the WUNDER2 Trademarks identified in this complaint, these trademarks have come to mean, and are understood by customers and the public to signify, products from KF Beauty.

57. Defendants unlawfully advertised, marketed, offered, and sold products bearing counterfeit WUNDER2 Trademarks with the intent and likelihood of causing customer confusion, mistake, and deception as to the products' source, origin, and authenticity. Specifically, Defendants intended Amazon and customers to believe, incorrectly, that the products originated from, were affiliated with, and/or were authorized by KF Beauty and likely caused such erroneous customer beliefs.

58. As a result of Defendants' wrongful conduct, KF Beauty is entitled to recover its actual damages, Defendants' profits attributable to the infringement, and treble damages and attorney fees pursuant to 15 U.S.C. § 1117 (a) and (b). Alternatively, KF Beauty is entitled to statutory damages under 15 U.S.C. § 1117(c).

59. KF Beauty is further entitled to injunctive relief, including an order impounding all infringing products and promotional materials in Defendants' possession. KF Beauty has no adequate remedy at law for Defendants' wrongful conduct because, among other things: (a) the WUNDER2 Trademarks are unique and valuable property that have no readily determinable

market value; (b) Defendants' infringement constitutes harm to KF Beauty and KF Beauty's reputation and goodwill such that KF Beauty could not be made whole by any monetary award; (c) if Defendants' wrongful conduct is allowed to continue, the public is likely to become further confused, mistaken, or deceived as to the source, origin or authenticity of the infringing materials; and (d) Defendants' wrongful conduct, and the resulting harm to KF Beauty, is likely to be continuing.

SECOND CLAIM

(by KF Beauty against all Defendants)

False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)

60. Plaintiff KF Beauty incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

61. KF Beauty owns the WUNDER2 Trademarks and advertises, markets, offers, and sells its products using the trademarks described above and uses these trademarks to distinguish its products from the products and related items of others in the same or related fields.

62. Because of KF Beauty's long, continuous, and exclusive use of the WUNDER2 Trademarks, they have come to mean, and are understood by customers, end users, and the public to signify, products from KF Beauty.

63. Defendants' wrongful conduct includes the infringement of the WUNDER2 Trademarks in connection with Defendants' commercial advertising or promotion, and offering for sale and sale, of counterfeit WUNDER2 products in interstate commerce.

64. In advertising, marketing, offering, and selling products bearing the counterfeit WUNDER2 Trademarks, Defendants have used, and on information and belief continue to use, the trademarks referenced above to compete unfairly with KF Beauty and to deceive customers. Upon information and belief, Defendants' wrongful conduct misleads and confuses their customers and the public as to the origin and authenticity of the goods and services advertised, marketed, offered, or sold in connection with KF Beauty's trademarks and wrongfully trades upon KF Beauty's goodwill and business reputation.

65. Defendants' conduct constitutes (a) false designation of origin, (b) false or misleading description, and (c) false or misleading representation that products originate from or are authorized by KF Beauty, all in violation of 15 U.S.C. § 1125(a)(1)(A).

66. Defendants' conduct also constitutes willful false statements in connection with goods and/or services distributed in interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

67. KF Beauty is entitled to an injunction against Defendants, their officers, agents, representatives, servants, employees, successors and assigns, and all other persons in active concert or participation with them, as set forth in the Prayer for Relief below. Defendants' acts have caused irreparable injury to KF Beauty. The injury to KF Beauty is irreparable, and on information and belief is continuing. An award of monetary damages cannot fully compensate KF Beauty for its injuries, and KF Beauty lacks an adequate remedy at law.

68. KF Beauty is further entitled to recover Defendants' profits, KF Beauty's damages for its losses, and KF Beauty's costs to investigate and remediate Defendants' conduct and bring this action, including its attorney's fees, in an amount to be determined. KF Beauty is also entitled to the trebling of any damages award as allowed by law.

THIRD CLAIM
(by Amazon against all Defendants)

69. Plaintiff Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

70. Amazon's reputation for trustworthiness is at the heart of its relationship with customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation because they undermine and jeopardize customer trust in Amazon stores.

71. Specifically, Defendants deceived Amazon and its customers about the authenticity of the products they were advertising, marketing, offering, and selling, in direct and willful violation of the VTC and Amazon’s Anti-Counterfeiting Policies. Defendants’ deceptive acts were material to Amazon’s decision to purchase products from Defendants

because Amazon would not have purchased products from Defendants but for their deceptive acts.

72. In advertising, marketing, offering, and selling counterfeit WUNDER2 products in Amazon's stores, Defendants made false and misleading statements of fact about the origin, sponsorship, or approval of those products in violation of 15 U.S.C. § 1125(a)(1)(A).

73. Defendants' acts also constitute willful false statements in connection with goods and/or services distributed in interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

74. As described above, Defendants, through their illegal acts, have willfully deceived Amazon and its customers, jeopardized the trust that customers place in Amazon's stores, tarnished Amazon's brand and reputation, and harmed Amazon and its customers. Defendants' misconduct has also caused Amazon to expend significant resources to investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from causing further harm to Amazon and its customers. Defendants' illegal acts have caused irreparable injury to Amazon and, on information and belief, that injury is ongoing at least to the extent that Defendants continue to establish vendor accounts under different or false identities. An award of monetary damages alone cannot fully compensate Amazon for its injuries, and thus Amazon lacks an adequate remedy at law.

75. Amazon is entitled to an injunction against Defendants, their officers, agents, representatives, servants, employees, successors and assigns, and all other persons in active concert or participation with them, as set forth in the Prayer for Relief below, along with its attorneys' fees and costs in bringing this lawsuit.

FOURTH CLAIM

(by KF Beauty and Amazon against all Defendants)
Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.

76. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

77. Defendants' advertising, marketing, offering, and selling of counterfeit

WUNDER2 products constitute an unfair method of competition and unfair and deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

78. Defendants' advertising, marketing, offering, and selling of counterfeit WUNDER2 products harms the public interest by deceiving customers about the authenticity, origins, and sponsorship of the products.

79. Defendants' advertising, marketing, offering, and selling of counterfeit WUNDER2 products directly and proximately causes harm to and tarnished Plaintiffs' reputations and brands, and damages their business and property interests and rights.

80. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and recover their attorneys' fees and costs. KF Beauty further seeks to recover its actual damages, trebled.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for the following relief:

A. That the Court issue an order permanently enjoining Defendants, their officers, agents, representatives, servants, employees, successors, and assigns, and all others in active concert or participation with them, from:

- (i) selling products in any of Amazon's stores;
 - (ii) selling products to Amazon or any affiliate;
 - (iii) opening or attempting to open any Amazon Vendor or Selling Accounts;
 - (iv) manufacturing, distributing, offering to sell, or selling any product using WUNDER2's brand or trademarks, or which otherwise infringes KF Beauty's intellectual property;
 - (v) assisting, aiding or abetting any other person or business entity in engaging or performing any of the activities referred to in subparagraphs (i) through (iv) above;

B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

C. That the Court enter an order pursuant to 15 U.S.C. § 1116 impounding all counterfeit and infringing products bearing the WUNDER2 Trademarks or that otherwise infringe KF Beauty's IP, and any related materials, including business records, in Defendants' possession or under their control;

D. That the Court enter an order requiring Defendants to provide KF Beauty a full and complete accounting of all amounts due and owing to KF Beauty as a result of Defendants' unlawful activities;

E. That Defendants be required to pay all general, special and actual damages that KF Beauty has sustained, or will sustain, as a consequence of Defendants' unlawful acts, together with statutory damages, and that such damages be enhanced, doubled, or trebled as provided for by 15 U.S.C. § 1117(b), RCW 19.86.020, or otherwise allowed by law;

F. That Defendants be required to pay the costs of this action and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by 15 U.S.C. § 1117, RCW 19.86.020; or otherwise allowed by law; and

G. That the Court grant Plaintiffs such other, further, and additional relief as the Court deems just and equitable.

DATED this 12th day of August, 2020.

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